

SHelby

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Janice Ruffin (205) 226-1902

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Alabama Power Company  
600 North 18th Street  
Birmingham, Alabama 35203



20110408000110490 1/5 \$41.30  
Shelby Cnty Judge of Probate, AL  
04/08/2011 04:04:35 PM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

Swartz Jack Morris III

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

1039 Highland Park Place Birmingham AL 35242 US

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

US

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Alabama Power Company

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

600 North 18th Street Birmingham AL 35203 US

4. This FINANCING STATEMENT covers the following collateral:

The following Heat Pump was installed at the residence located on the property described in Item#14 of this financing statement:

Brand: Trane

Model: 4TWR3030AK00AA Model: 4TEC3F30B1000AA

Serial: 110714F34F Serial: 11122H7PW

Amount of indebtness is: \$4191.00

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX
	Swarts	Jack	Morris III

10. MISCELLANEOUS:



20110408000110490 2/5 \$41.30  
Shelby Cnty Judge of Probate, AL  
04/08/2011 04:04:35 PM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
				US
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
				US

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

The real property described on the attached deed:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
- ☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years
- ☐ Filed in connection with a Public-Finance Transaction — effective 30 years



**SEND TAX NOTICE TO:**

Jack Morris Swarts, III  
1039 Highland Park Place  
Birmingham, AL 35242

**THIS INSTRUMENT PREPARED BY:**

David M. Ross, Esquire.  
Attorney for Cartus Financial Corporation  
625 Highland Colony Parkway, Suite 104  
Ridgeland, MS 39157  
(601) 853-7380 Cartus File #2016159

20110408000110490 3/5 \$41.30  
Shelby Cnty Judge of Probate, AL  
04/08/2011 04:04:35 PM FILED/CERT

**WARRANTY DEED AND LIMITED POWER OF ATTORNEY**

State of Alabama  
County of Shelby

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Four Hundred Forty Two Thousand Five Hundred & 00/100 Dollars (\$ 442,500.00) to the undersigned Grantors in hand paid by the Grantees, whether one or more, herein, the receipt of which is hereby acknowledged, we, RAYMOND A. SMITH and KASSAUNDRA K. SMITH, husband & wife, (herein referred to as Grantors) do grant, bargain, sell and convey unto

Jack Morris Swarts, III  
(herein referred to as Grantees) as individual owner or as joint tenants, with right of survivorship, if more than one, the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

**SEE EXHIBIT A**

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if any, of record. \$ 354,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith. \$44,250.00 of the above purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

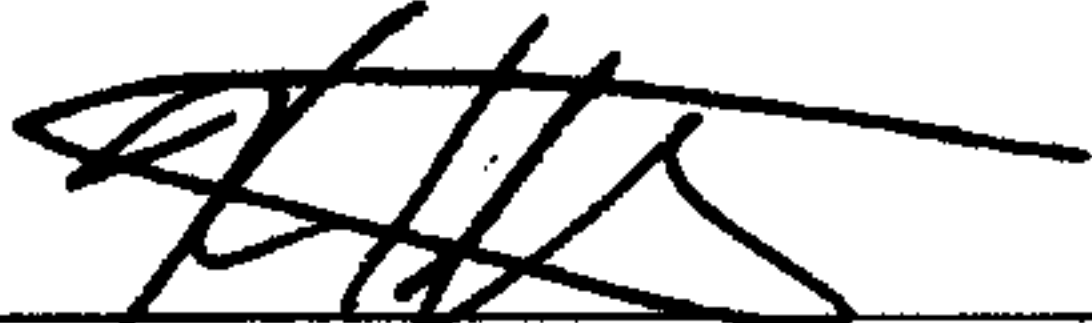

**TO HAVE AND TO HOLD** unto the said Grantee(s), his/her/their heirs and assigns, forever; it being the intention of the parties to this conveyance, that if more than one Grantee, then to the Grantees as joint tenants with right of survivorship (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantee(s) herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

And we do for ourselves and for our heirs, executors, and administrators covenant with said Grantee(s), his/her/their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and my heirs, executors and administrators shall, warrant and defend the same to the said Grantee(s), his/her/their heirs, and assigns forever, against the lawful claims of all persons.


And we do by these presents make, constitute and appoint Cartus Financial Corporation, a Delaware Corporation ("Agent") and/or Mid South Relocation Services ("Agent") and/or its authorized and designated agents or representatives, as our true and lawful agent and attorney-in-fact to do and perform for us in our name, place and stead, and for our use and benefit, to execute a standard form lien waiver and any and all documents necessary for delivery of this deed and to complete the sale of the property herein described, including but not limited to the HUD-1 Settlement Statement, HUD-1 Certification, Affidavit of Purchaser and Seller, AHFA Bond Forms (Seller Affidavit), Lender Assumption Statements and/or Modification Agreement, Lender Compliance Agreement, and any other documents required for said sale and conveyance.

We further give and grant unto our Agent full power and authority to do and perform every act necessary and proper to be done and the exercise of any of the foregoing powers as fully as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our Agent shall lawfully do or cause to be done by virtue hereof. This power of attorney shall not be affected by disability, incompetency or incapacity of Principal, and shall be governed by the laws of the State of Alabama. This power of attorney is coupled with an interest and shall remain in force and effect until delivery of this deed and the sale closed, and shall not be revoked by either of the undersigned prior to said time.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 28 day of October, 2009.

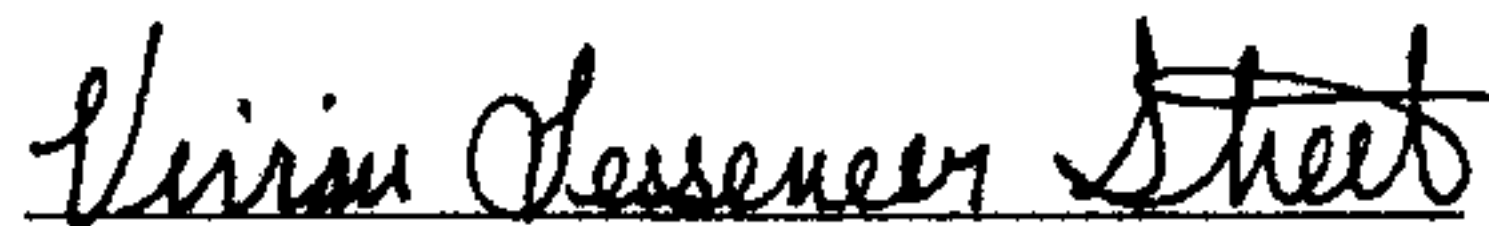
  
RAYMOND A. SMITH  
  
KASSAUNDRA K. SMITH

State of Alabama  
County of Jefferson

  
20110408000110490 4/5 \$41.30  
Shelby Cnty Judge of Probate, AL  
04/08/2011 04:04:35 PM FILED/CERT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that whose name is **RAYMOND A. SMITH** signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 28 day of October, 2009.

  
Notary Public


(SEAL)

My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Feb 12, 2013**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

State of Alabama  
County of Jefferson

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that whose name is **KASSAUNDRA K. SMITH** signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 28 day of October, 2009.

  
Notary Public


(SEAL)

My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Feb 12, 2013**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

**Instructions to Notary:** This form acknowledgement cannot be changed or modified. It must remain as written to comply with Alabama law. The designation of the State and the County can be changed to conform to the place of the taking of the acknowledgement.

Revised 04/29/08

State of Alabama  
Deed Tax : \$88.50

  
20100202000031790 2/3 \$105.50  
Shelby Cnty Judge of Probate, AL  
02/02/2010 10:17:57 AM FILED/CERT



**EXHIBIT A**

**Lot 2010, according to the Map of Highland Lakes, 20<sup>th</sup> Sector, Phase 1, an Eddleman Community, as recorded in Map Book 29, Page 133, in the Probate Office of Shelby County, Alabama.**

**Together with the nonexclusive easement to use the private roadways, common area, all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded in Instrument #1994-07111 and amended in Instrument #1996-17543 and further amended in Instrument #1999-31895, in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 20<sup>th</sup> Sector, recorded as Instrument #20030801000496480, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").**



20110408000110490 5/5 \$41.30  
Shelby Cnty Judge of Probate, AL  
04/08/2011 04:04:35 PM FILED/CERT



2010020200031790 3/3 \$105.50  
Shelby Cnty Judge of Probate, AL  
02/02/2010 10:17:57 AM FILED/CERT